

OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of**  
**1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

<b>1. Name and Address of Registrant</b> SKDKnickerbocker LLC, 285 Fulton Street, 63rd Floor, New York, NY 10007	<b>2. Registration No.</b> 6690
<b>3. Name of Foreign Principal</b> Prince Albert II of Monaco Foundation	<b>4. Principal Address of Foreign Principal</b> Villa Girasole 16, Bd de Suisse 98000 Monaco

**5. Indicate whether your foreign principal is one of the following:**

☐ Government of a foreign country <sup>1</sup>  
☐ Foreign political party  
☒ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) <u>Foundation/philanthropy</u>

☐ Individual-State nationality \_\_\_\_\_

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**6. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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**7. If the foreign principal is a foreign political party, state:**

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Foreign Principal is a philanthropic organization based in Monaco that is dedicated to the protection of the environment and the promotion of sustainable development on a global scale. The Foundation supports initiatives of public and private organizations, in the fields of research and studies, technological innovation and socially-aware practices.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

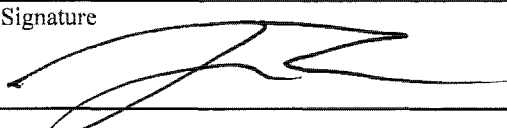
9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The Prince Albert II of Monaco Foundation was created by and is managed by Prince Albert II of Monaco, who is currently the reigning monarch of the Principality of Monaco.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
6/10/19	THEODORE CIMODO COO	

OMB No. 1124-0004; Expires May 31, 2020

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Washington, DC 20530

**Exhibit B to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of**  
**1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant SKDKnickerbocker LLC	2. Registration No. 6690
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3. Name of Foreign Principal  
Prince Albert II of Monaco Foundation

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Raising the profile of the Prince Albert II of Monaco Foundation through public affairs and media consulting services.

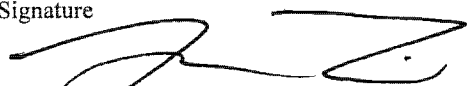
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Raising the profile of the Prince Albert II of Monaco Foundation through public affairs and media consulting services.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
6/10/19	THEODORE CAMERO COO	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



## CONSULTING AGREEMENT

AGREEMENT between SKDKnickerbocker LLC, a Delaware limited liability company ("SKDK") and Prince Albert II of Monaco Foundation ("Client")

### WITNESETH:

WHEREAS, Client desires to avail itself of the expertise and consulting services of SKDK and SKDK desires to make his/her expertise and consulting services available to Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties agree as follows:

1. CONSULTING SERVICES. SKDK hereby agrees to perform the following consulting services during the term of this Agreement:

- (a) Public Affairs Services to be performed by SKDK include services described in the SKDK May 28, 2019 proposal attached to this Agreement at Exhibit A.

The above stated services shall be referred to herein as the "Services."

2. TERM OF AGREEMENT. The term of this Agreement shall begin on, May 31, 2019 and shall continue until July 31, 2019. Termination may occur at any time, at the discretion of either Client or SKDK, upon fifteen days (15) written notice

3. COMPENSATION. SKDK shall receive a consulting fee of thirty five thousand dollars (\$35,000.00) per month in exchange for SKDK's provision of the Services to Client. All payments shall be due upon Clients receipt of an applicable SKDK invoice.

4. REIMBURSABLE EXPENSES. Client shall be responsible for the repayment of SKDK's expenses directly attributable to the SKDK's Services to be provided hereunder including all costs associated with registration under the Foreign Agents Registration Act of 1938, as amended. SKDK shall obtain written approval from Client prior to the incurrence of any expense exceeding five hundred dollars (\$500.00). SKDK shall obtain prior written approval from Client prior to incurring any expenses for out-of-town travel. Client shall reimburse SKDK for such expenses within thirty (30) days of SKDK providing to Client a receipt for the expenses incurred along with a description of the incurred expense and any other information reasonably requested by Client regarding such expenses.

5. CONFIDENTIALITY.

(a) Except as may be permitted by this Section 5, SKDK agrees that SKDK will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Client or other persons employed or designated by Client) any knowledge or information of any type whatsoever acquired by SKDK in the course of the consultancy, including (but not

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limited to) knowledge or information relating to the Clients business, activities, clients vendors, contractors, employees, or partners, including business and activities relating to the Services rendered under this Agreement, whether disclosed orally or visually to SKDK and whether stored on any tangible medium or memorialized by SKDK ("Confidential Information").

(b) The term Confidential Information includes (i) all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof and (ii) all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not SKDK has been notified that such information is Confidential Information.

(c) The term Confidential Information does not include any information which: (i) at the time of disclosure to SKDK was or thereafter became publicly available or a matter of public knowledge, without a breach of this Agreement by SKDK; (ii) was given to SKDK by a third party who is not obliged to maintain confidentiality; (iii) has been independently acquired or developed by SKDK; (iv) was in the possession of or known by SKDK prior to this Agreement; or (v) was disclosed to SKDK pursuant to a requirement of law, or in response to a court order, subpoena, or action of governmental authority.

(d) SKDK shall not be liable for disclosure of Confidential Information pursuant to SKDK's registration, reporting or other obligations under the Foreign Agents Registration Act of 1938, as amended. SKDK also shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that the SKDK notifies Client in writing of the need for such disclosure within five (5) days after such need becomes known and gives Client a reasonable opportunity to contest such disclosure.

(e) SKDK shall be permitted to disclose Confidential Information to employees, counsel, and other professional advisors of SKDK to the extent necessary for SKDK to meet its obligations under this Agreement. SKDK may display and republish advertisements that have been produced and distributed pursuant to this Agreement in its own marketing materials, provided that such display or republication otherwise complies with SKDK's obligations under this section.

(f) Upon termination of this Agreement for whatever reason, SKDK shall return all Confidential Information to Client, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

(g) The obligations set forth in this Section 5 shall survive indefinitely the termination of this Agreement.

6. INDEPENDENT CONTRACTOR. SKDK shall perform consulting services pursuant to this Agreement as an independent contractor with respect to Client, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Client and SKDK. As an independent contractor, SKDK is responsible for payment of all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc. Client and SKDK agree that SKDK may provide independent consulting services to other individuals or entities.

7. INDEMNIFICATION.

(a) Client agrees to indemnify, defend and hold harmless SKDK and its officers, employees, and agents against any and all liability, costs, damages, or expenses, including reasonable attorneys' fees, incurred by reason of SKDK's use of information or materials provided by Client.

(b) SKDK agrees to indemnify, defend and hold harmless Client and its officers, employees, and agents against any and all liability, costs, damages, or expenses, including reasonable attorneys' fees incurred by reason of SKDK's performance of the Services or any breach by SKDK of the terms of this Agreement.

(c) The obligations set forth in this Section 7 shall survive indefinitely the termination of this Agreement.

8. ASSIGNMENT. Neither this Agreement nor any right or obligation arising hereunder may be assigned or delegated in whole or in part by either Party, whether expressly or by operation of law, without the prior written consent of the other Party, provided, however, that this Agreement may be assigned by either party to an entity that succeeds to substantially all of the assets of such assignor. This Agreement will be binding on and inure to the benefit of the successors and permitted assigns of the Parties.

9. In the event of any difficulties concerning the interpretation or performance of this Agreement, the Parties shall make every effort to settle their dispute amicably.

Should an amicable settlement fail, the dispute shall be settled by final and compulsory arbitration in accordance with the Permanent Court of Arbitration's optional rules for arbitration involving international organisations and private parties, in force on the date upon which this framework Agreement is signed.

10. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed

11. CONTACT PERSONS. (a) Client designates Olivier Wenden ("Client Contact") as SKDK's primary contact. SKDK shall direct all reports, notices, invoices, inquiries and other communications to Olivier Wenden at:

Email: owenden@fpa2.org  
Phone:

(b) SKDK designates Loren Riegelhaupt ("SKDK Contact") as Clients primary contact. Client shall direct all notices, inquiries, and other communications to Loren at:

Email: loren@skdknick.com  
Phone: 212-561-8730

12. INSURANCE. SKDK warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, SKDK warrants that such insurance shall include the following lines of coverage (with minimum limits of \$1,000,000 per occurrence): Commercial Liability, Workers' Compensation (statutory limits), Advertisers Liability, and Employer's Liability.

WHEREAS, SKDK and Client agree by their duly authorized representative as of the day and year below.

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SKDKNICKERBOCKER LLC

By: 

Print: THEODORE CHIODO

Title: COO

Date: 6/10/19

PRINCE ALBERT II OF MONACO  
FOUNDATION

By: 

Print: Ja. Olivier Wenden

Title: Executive Director

Date: 7 jun 2019

EXHIBIT A

**TO:** The Prince Albert II of Monaco Foundation  
**FROM:** SKDKnickerbocker and Jane Hoffman  
**RE:** Scope of Work: The Prince Albert II of Monaco Foundation, Phase I

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**OVERVIEW:**

SKDKnickerbocker (SKDK) and Jane Hoffman look forward to partnering with The Prince Albert II of Monaco Foundation (the Foundation) to help lay the groundwork for a communications campaign leading up to the IPPC Press Conference, United Nations General Assembly and Foundation Gala that will carry through to COP 25 and onwards to Davos.

During Phase I, which will last two-months, SKDK will develop a six-month campaign plan, develop and refine the Foundation's messaging and narrative, and identify potential partners that could help support the goals of the organization and HSH Prince Albert II of Monaco. Through the scope of work outlined below, SKDK and Jane Hoffman will develop the strategy necessary to position HSH and the Foundation as the preeminent thought leader on the oceans - specifically diverting plastics from the oceans, biodiversity, ocean acidification, and marine protected areas - leading up to these events in September and beyond.

**SCOPE OF WORK:**

Throughout Phase I of our engagement with the Foundation, SKDK and Jane Hoffman's team will provide the following services:

- Provide project management on all communication's aspects of the project;



- Develop a comprehensive six-month communications campaign plan to elevate the profiles of HSH Prince Albert II of Monaco and the Foundation as the preeminent thought leaders on the oceans leading up to the IPPC Press Conference, United Nations General Assembly and Foundation Gala all the way through COP and Davos through earned media and digital media;
- Provide strategic guidance and expertise on all media and public affairs matters relating to the project;
- Identify potential partners and influencers that could help validate and/or support the Foundation's efforts in these fields and possibly attend relevant events in September;
- Develop and refine the messaging and narratives for HSH Prince Albert II of Monaco and the Foundation;
- Identify key members of the media who will be interested in one-on-one interviews with HSH Prince Albert II of Monaco, red carpet coverage for the Foundation Gala, coverage of the Foundation's initiatives, and more; and
- Monitor national and regional press for relevant coverage and story lines as well as provide clip reports on a daily basis.

Should the Foundation decide to move forward with SKDK and Jane Hoffman for Phase II of this project, we would execute the six-month campaign plan developed during Phase I.

## CONCLUSION

SKDK and Jane Hoffman look forward to the opportunity to work with The Prince Albert II of Monaco Foundation to achieve the goals outlined above.

OK ✓